

Supplementary Reference: 545

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**U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT SENSITIVE DATA NONDISCLOSURE AGREEMENT  
AN AGREEMENT BETWEEN AND THE UNITED STATES**

(Name of Individual - Printed or typed)

1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to sensitive data. As used in this Agreement, sensitive data is marked or unmarked "sensitive but unclassified information" (SBU), including oral communications, that meets the standards set by Office of Management and Budget (OMB) Circular A-130 Appendix 3 and the U.S. Agency for International Development (USAID) Automated Directives System (ADS.) I understand any data or systems of records protected from unauthorized disclosure by the provisions of Title 5, United States Code Sections 552 (often referred to as "The Freedom of Information Act") and 552a ("The Privacy Act") is/are sensitive data. In addition, other categories of information, including but not limited to medical, personnel, financial, investigatory, visa, law enforcement or other information which, if released, could result in harm or unfair treatment to any individual or group, or could have a negative impact upon individual privacy, federal programs, or foreign relations is sensitive data. The term includes data whose improper use or disclosure could adversely affect the ability of the Agency to accomplish its mission, as well as proprietary data and information received through privileged sources. Data of this type which requires protection and limited dissemination shall be designated by any official having signing authority for the material. I understand and accept that by being granted access to sensitive data, special confidence and trust has been placed in me by the United States Government.

2. I acknowledge I have been given access to USAID sensitive data to facilitate the performance of duties assigned to me for compensation. I understand it is my responsibility to safeguard sensitive data disclosed to me, and to refrain from disclosing sensitive data to persons not requiring access for performance of official duties. Before disclosing sensitive data, I must determine the recipient's "need to know" or "need to access" sensitive data.

3. I have been advised that any breach of this Agreement may result in the termination of my access to sensitive data, which, if such termination effectively negates my ability to perform my assigned duties, may lead to the termination of my employment or other relationships with the Departments or Agencies that granted my access. I am aware unauthorized release or mishandling of sensitive data may be grounds for adverse action against me. In addition, should I misuse records requiring protection under the Privacy Act I have been advised unauthorized disclosure of data protected by the Privacy Act may constitute a violation, or violations, of United States criminal law, and that Federally-affiliated workers (including some contract employees) who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000.00, or both.

4. I understand all sensitive data to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government. I agree that I shall return all sensitive data which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me access to sensitive data; or (c) upon the conclusion of my employment or other relationship that requires access to sensitive data. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to sensitive data, and at all times thereafter.

**WITNESS**

THE EXECUTION OF THIS AGREEMENT WAS  
WITNESSED BY THE UNDERSIGNED.

**ACCEPTANCE**

THE UNDERSIGNED ACCEPTED THIS  
AGREEMENT BEFORE ACCESSING SENSITIVE  
DATA OF THE UNITED STATES GOVERNMENT.

SIGNATURE

DATE

SIGNATURE

DATE